

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

REMARKS

Claims 1-38 are pending in the present application. Claims 1, 4-10, 18, 19, 27 and 28 are herein amended. Claims 11-17, 20-26 and 29-38 are withdrawn.

Specification Objection

The specification is objected to because of improper idiomatic English. A substitute specification (marked-up copy and clean copy) is enclosed with this response. As stated above, the substitute specification contains no new matter. Withdrawal of the objection is requested.

Claim Rejections - 35 U.S.C. § 112

Claims 1-10, 18-19 and 27-28 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. The Examiner states that grammatical and idiomatic errors must be corrected.

In claims 1 and 18, the term “a product information” has been clarified by deleting the “a” before “product information.” In claim 27, the term “a service information” has been clarified by deleting “a.” In claims 1, 18 and 27, the term “a board-specification information” has been clarified by deleting the “a.”

Claim 4 has been clarified by removing the word “either” from the phrase “at least either one of.” Applicants respectfully submit that claim 4 does not recite a broad limitation and a narrow limitation encompassed within the broad limitation. Amended claim 4 recites the following two separate and distinct limitations that do not make up a broad recitation and a narrower recitation encompassed within the broad recitation:

means for receiving from said first computer at least one of a desired delivery date of the circuit-board inspection apparatus, a desired cost of

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

the circuit-board inspection apparatus, and an equipment information defining a circuit-board inspection equipment owned by said client; and

means for providing the product information prepared for said delivery date, said cost and said equipment information to said first computer.

(Amended claim 4, emphasis added.) The two elements are not related in terms of a broad and narrow range. The first element is a means for receiving from the first computer information such as desired delivery date, cost, or certain equipment specifications. The second element is a means for providing product information to the first computer. In other words, the first element is client request information from the client and the second element is product information from the dealer to the client that fits the client's requests.

Regarding claim 6, the Examiner states that the term "size" and the phrase "trouble in transaction of each of said dealers" are relative terms that render the claim indefinite. Claim 6 has been clarified by changing "size" to "facility size." Also "trouble in transaction of each of said dealers" has been changed to "troubles in transactions associated with said dealers."

Regarding claim 8, the Examiner states that the phrase "troubles in dealing of said client" is indefinite. The claim has been clarified by changing the language to "troubles in transactions associated with said client."

Regarding claim 9, the Examiner states that the claim is unclear. Claim 9 has been amended to clarify that the third computer determines that the first dealer is a proper dealer by matching the information in the dealer database with the specifications of the client request.

Claim 10 has been amended to clarify the term "management table."

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

Claims 19 and 28 have been clarified by removing the word “either” from the phrase “at least either one.”

Withdrawal of the rejection under §112 of claims 1-10, 18-19 and 27-28 is requested.

Claim Rejections - 35 U.S.C. § 103

A. Rejection Based on *Doyle* and *Jardin*

Claims 1, 2, 5-10, 18 and 27 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Doyle* (U.S. Patent 5,694,551) in view of *Jardin* (U.S. Patent 6,681,327). Favorable reconsideration is requested.

Doyle discloses an electronic requisitioning system for channelling customer requisition orders to internal suppliers and outside vendors, and processing invoices using a centralized computer system. The system includes a mainframe computer 100 for centralized data processing. The mainframe computer 100 includes communications hardware 102 for communicating with customer computers 104a and outside vendor computers 106a. The system also includes department workstations 108 and supervisory workstations 110.

The Examiner acknowledges that *Doyle* does not disclose means for receiving board-specification information from the first computer, means for providing the received board-specification information to said second computer, means for receiving product information from the second computer, and means for providing the received product information to the first computer. The Examiner cites *Jardin* for disclosing such features.

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

Jardin discloses a system for managing secure client-server transactions. The system includes a broker computer configured to broker client transactions received over a secure network link for distribution among fulfilment servers. In one embodiment, the client 110 and broker 120 establish a secure socket layer (“SSL”) connection and commence exchanging application data. (Col. 7, lines 58-61.) The client 110 sends a request (“client packets”) to the broker 120. The broker 120 connects with the server 130a and sends the client packet to the server 130a. The server fulfils the client’s request by executing a client transaction. The server then transmits response packets to the broker, and the broker sends the response packet to the client. (Col. 7, line 57 to col. 8, line 17.)

The Examiner asserts that one of ordinary skill in the art would have been motivated to combine the teachings of *Doyle* with the teachings of *Jardin*. The Examiner states that *Jardin* provides communication technology to support the brokering of client transactions over a communication network and would help aid in eliminating server bottlenecks based off of those client transactions over that communication network. (Office Action, page 9.)

Applicants respectfully submit that one of ordinary skill in the art at the time of the present invention would not have been motivated to combine the teachings of *Doyle* with the teachings of *Jardin*.

Doyle discloses a system for channelling customer requisition orders. *Doyle* is silent about brokering client transactions over secure communications networks. *Jardin* discloses technology to eliminate server performance bottlenecks during secure SSL transactions. Since

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

Doyle is not concerned about secure communications networks, there are no “bottlenecks” due to secure transactions, and therefore, no need to combine the teachings of *Jardin* with *Doyle*.

Therefore, one of ordinary skill in the art at the time of the present invention would not have been motivated to combine the teachings of *Doyle* with the teachings of *Jardin*.

Regarding claim 9, Applicants respectfully submit that *Jardin* does not disclose a third computer providing board-specification information to the second computer available to the first dealer according to the received board-specification information. *Jardin* only discloses a server receiving client request packets and then the server sending response packets to the client. (Col. 8, lines 2-17.)

Accordingly, withdrawal of the rejection of claims 1, 2, 5-10, 18 and 27 based on *Doyle* in view of *Jardin* is hereby solicited.

B. Rejection Based on *Doyle*, *Jardin* and *Business Wire*

Claim 3 was rejected under 35 U.S.C. § 103(a) as being unpatentable over *Doyle* in view of *Jardin* as applied to claim 1 and further in view of *Minolta Peripheral Products Division Goes Extra Mile Resellers and End Users With New Service Programs*, Business Wire, Nov. 16, 1998, hereinafter referred to as “***Business Wire***.” Favorable reconsideration is requested.

The Examiner cites *Jardin* for disclosing “a means for receiving a demand” and “a means for notifying said received demand.” The Examiner cites *Business Wire* for disclosing “after-sale service,” alleging that the “internet-based warranty claims processing solution” is “after-sale service.”

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

Applicants respectfully submit that the combination of *Doyle*, *Jardin* and *Business Wire* does not disclose “wherein said second computer is available for a second dealer intending to provide an after-sale service.”

Business Wire discloses a warranty claims process for customers of its products. In other words, the first dealer, providing the product, is also providing the service. The after-sale service request is not available to a second dealer. Therefore, the combination of *Doyle*, *Jardin* and *Business Wire* does not disclose the elements of claim 3.

Accordingly, withdrawal of the rejection of claim 3 based on *Doyle* in view of *Jardin* and further in view of *Business Wire* is hereby solicited.

C. Rejection Based on *Doyle*, *Jardin* and *Cameron*

Claims 4 and 19 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Doyle* in view of *Jardin* as applied to claim 1 and further in view of *Cameron* (U.S. Patent 5,592,378). Favorable reconsideration is requested.

The Examiner cites *Cameron* for disclosing a means for receiving from the first computer a desired delivery date, desired cost, or desired equipment specifications, and a means for providing product information such as delivery date, cost and equipment information.

Applicants respectfully submit that *Cameron* does not disclose a means for receiving from the first computer a desired delivery date, desired cost, or desired equipment specifications as recited in amended claim 4.

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

The first computer is the computer for the client intending to make a request for supplying an inspection apparatus used for a circuit board. (Claim 1.)

Cameron only discloses that the user selects a desired shipping address and then shipping costs and arrival date are automatically generated. (*Cameron*, Col. 9, lines 22-35.) *Cameron* does not mention that a user can request a desired delivery date, cost or equipment specifications. Therefore, the combination of *Doyle*, *Jardin*, and *Cameron* does not disclose the elements of claim 4.

Accordingly, withdrawal of the rejection of claim 4 based on *Doyle* in view of *Jardin* and further in view of *Cameron* is hereby solicited.

D. Rejection Based on *Doyle*, *Jardin* and *Marshall*

Claim 28 was rejected under 35 U.S.C. § 103(a) as being unpatentable over *Doyle* in view of *Jardin* as applied to claim 1 and further in view of **Marshall**, *It Pays to Shop When Fixing Electronics*, *Marshall*, Asian Wall Street Journal, Jan. 22, 1996, hereinafter referred to as “*Marshall*.” Favorable reconsideration is requested.

The Examiner cites *Marshall* for disclosing “wherein said service information includes at least one of an inspection cost and inspection time-schedule.”

Applicants respectfully submit that *Marshall* does not disclose an information service system.

Marshall is an article about repair services on electronic equipment. The article states that “Agents take at least two to three weeks to repair something and charge an inspection fee.”

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

This is merely a statement about the average time to repair equipment. The article does not disclose an information system that fulfills a specific request from a user about information regarding costs for inspection of the user's equipment and a time schedule for the inspection. Therefore, the combination of *Doyle*, *Jardin* and *Marshall* does not disclose the elements recited in claim 28.

Accordingly, withdrawal of the rejection of claim 28 based on *Doyle* in view of *Jardin* and further in view of *Marshall* is hereby solicited.

In view of the aforementioned amendments and accompanying remarks, Applicants submit that the claims, as herein amended, are in condition for allowance. Applicants request such action at an early date.

If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney to arrange for an interview to expedite the disposition of this case.

Amendment under 37 CFR § 1.111
Application No. 10/030,125
Attorney Docket No. 011714

If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,
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